

# **EOTSS SCHOOL WIRELESS E-RATE CONSORTIUM**

Represented by TECedge  
One Mifflin Place, Suite 400  
Cambridge, MA 02138  
Phone 617-276-6479 • Fax 617-674-7701  
Email [skelley@tecedge.net](mailto:skelley@tecedge.net)

December 27, 2018

ELECTRONICALLY FILED VIA ECFS

**RE: CC Docket No. 02-6**

**Petition for Waiver/Appeal of USAC Decision**

Applicant: EOTSS School Wireless E-Rate Consortium, BEN 16084158

Form 471 Application Number: 181031040

Funding Request Number (FRN): 1899059437

FRN Nickname: Wachusett Regional High School

We are writing to respectfully request the FCC to overturn an appeal decision made by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). The EOTSS School Wireless E-Rate Consortium (the Consortium) requests a waiver of what USAC apparently believes to be an FCC rule that prohibits an Excel spreadsheet from being a valid vendor quote.

## **Background**

The Commonwealth of Massachusetts, through a legislatively passed bond fund, provides assistance to schools to upgrade their network infrastructure through the Digital Connections Partnership School Grants program.

Selected by the Department of Elementary and Secondary Education with procurement and implementation oversight from the Executive Office of Technology and Security Services (EOTSS – previously known as MassIT), the rural Wachusett Regional High School was selected to participate in the program, along with 65 other schools throughout the state.

EOTSS applies for E-rate for eligible services for all Consortium members through the EOTSS School Wireless E-Rate Consortium. All E-rate funds disbursed by USAC go directly to the participating schools for their use.

Wachusett Regional High School was one of 66 funding requests for FY2018 submitted by the EOTSS School Wireless E-Rate Consortium. The Wachusett Regional High School was the only funding request of the 66 that was denied.

## **Initial USAC Review**

The reviewer requested vendor documentation, stating “Any vendor documentation provided should clearly identify any ineligible charges that were cost allocated out of your request as well

as the make and model of all product(s) or service(s) requested in this FRN. Example of a make and model number: Brand X Router 345J.” (see Appendix A, MassIT - 2018 - Wachusett - #181031040 Reviewer Correspondence).

We submitted the Excel spreadsheet quote that the vendor submitted in response to the Consortium’s Request For Quote (RFQ) mini-bid. The spreadsheet quote submitted contained the vendor’s name, its SPIN number, and the name of the school. For each item proposed, it contained the quantity, product part number, full description, whether it was hardware or software, the unit price and the extended price. No items needed to be cost allocated out. The quote also included some items identified by the vendor as optional, which we informed the reviewer were not accepted.

The reviewer responded, “I need vendor documentation such as a bill or invoice from the Service Provider, **the excel spreadsheet you have previously sent is not valid documentation.**” Normally at this stage, the reviewer is looking for a vendor quote, which is what we provided. A “bill or invoice” only occurs after the work is completed – and no work had been started!

To put the spreadsheet in context of the vendor’s full response to the mini-bid, we uploaded the vendor’s non-cost response (“RFQ 18-30 Digital Connections Partnership Wireless Solution 2018.02.02 Clean.docx”). We noted, “The uploaded document is the vendors' official bid response to EOTSS' mini-bid (see upload) that included over 66 schools across the state. The vendor chose to combine all [cost] responses in a single spreadsheet as its official bid response. No work has been done, so no bill or invoice for completed work is available. If you like, I can extract `Wachusett RHS` into a separate spreadsheet or print it as a PDF if that will help.”

No further exchanges with the reviewer occurred, so we assumed the reviewer had accepted our documentation. We were surprised when it was denied.

## **Appeal to USAC**

The Form 471 application #181031040 was denied because the “Applicant has not provided sufficient documentation needed to determine the eligibility of the following item(s): products and services being requested.”

Apparently, the documentation submitted for this funding request was denied because the reviewer did not consider the vendor’s Excel spreadsheet quote as valid documentation, even though it contained all the required information.

Upon the denial of our Form 471 application #181031040, we submitted appeal #126439 to USAC, as required by FCC rules (see Appendix B - MassIT - 2018 - Wachusett - #181031040 - Appeal #126439). We did not believe that on appeal the vendor quote would be rejected simply because it was in the form of an Excel spreadsheet rather than a PDF. We anticipated that USAC administration would quickly overturn the reviewer’s arbitrary denial. However, on October 29, 2018, USAC denied the appeal:

“because you did not provide sufficient documentation needed to determine the eligibility of the products and services requested. Specifically, the documentation that you provided to support your funding request was not acceptable. The documentation you provided was just a spreadsheet and verification could not be made whether it was from your service provider and since you did not provide any other supporting documentation such as a quote, bill or a contract from the service provider, USAC could not made a determination on the eligibility of the products and services requested. Our records show that during PIA review, USAC sent you an incomplete response letter via EPC portal on 05/09/2018 stating that the documentation you provided was not acceptable and that additional documentation was needed to determine the eligibility of the products and services requested. USAC has given you an opportunity to provide the appropriate additional documentation demonstrating the eligibility of the products and services requested and you failed to do so. You submitted your response on 05/12/2018 again with the same spreadsheet without any source verifying whether it was from your service provider. Accordingly, your funding request was denied. In your appeal, you did not show that USAC’s determination was incorrect. There is no new information on appeal that could overturn the previous decision. Consequently, your appeal is denied

We disagree with USAC’s analysis and conclusion. We contend that the Excel spreadsheet quote is valid documentation from the service provider and the information was sufficient to determine the eligibility of the products and services. In hindsight, we should have included in our appeal the signed contract with the vendor that contains a print out of the spreadsheet quote to support our argument (see discussion below and Appendix C).

## **Discussion**

The vendor submitted its mini-bid cost quote response to every school in a single spreadsheet with multiple tabs, one school per tab. Since this reviewer considered the Excel spreadsheet invalid documentation, for subsequent USAC reviewers we printed each spreadsheet tab to a PDF and submitted the PDF when asked for a vendor quote. The format and structure of all the spreadsheet tabs and the created PDFs were the same. A total of 18 FRNs were awarded by USAC reviewers to this vendor in FY2018 using these PDFs made from the spreadsheet. No reviewer questioned the documentation when submitted in PDF format.

The fact that the vendor quote was in an Excel spreadsheet appears to be the sole reason the reviewer, and subsequent USAC review, decided that the documentation was unacceptable.

We are not aware of any FCC rule prohibiting Excel spreadsheets as valid documentation. We offered to send a PDF to the reviewer of this funding request, but the reviewer did not respond.

The reviewer was focused on “vendor” provided documentation, even suggesting a bill or invoice. Had the reviewer asked for the contract that included the quoted items in the spreadsheet quote, we would have gladly provided the signed contract (see Appendix C, Final Contract Wachusett WCA). This contract was earlier submitted to USAC on April 26, 2018 as part of a comprehensive Selective Review of Competitive Bidding for all Consortium funding

requests. Notice pages 23-24 of the contract are a printout of the spreadsheet quote submitted to the reviewer.

### **Request for Relief**

The EOTSS School Wireless E-Rate Consortium, on behalf of Wachusett Regional High School, respectfully requests that the Bureau either determine that USAC erred in rejecting the Excel spreadsheet vendor quote or grant a waiver if indeed there is a FCC's rule and remand the underlying application #181031040 to USAC for further processing.

It is our understanding the Commission may grant a waiver for good cause shown and if it is in the public interest.

In our case there is no claim of waste, fraud or abuse, misuse of funds, or a failure to adhere to core program requirements. We have met all deadlines. If USAC's decision stands, denial of funding would not further Congressional purpose for the program, the Commission's own program goals, or serve the public's best interest. Finally, it will place undue hardship upon the students served by Wachusett Regional High School.

Thank you for your time and consideration.

EOTSS SCHOOL WIRELESS E-RATE CONSORTIUM



Stephen Kelley

FRN: 0015183932

CRN: 16052088

# Appendix A

## MassIT - 2018 - Wachusett - #181031040 Reviewer Correspondence

MassIT - 2018 - Wachusett - #181031040

RESPOND TO INQUIRIES

APPLY SUMMER OR WINTER DEF...

Summary

Funding Requests

Review Inquiries

Discount Calculation

Entity Information

News

Related Actions

Pending Inquiries

Re ad	N oti ce	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
No Pending Inquiries.										

Submitted Inquiries

Name	Outreach Type	Answered By	Assigned Date	Answered Date
Eligibility of Products and Services	Regular 15-Day Incomplete Response Reminder	Stephen Kelley	5/9/2018 1:19 PM EDT	5/12/2018 3:45 PM EDT

Eligibility of Products and Services

*Issue*

USAC's Program Integrity Assurance (PIA) team is currently reviewing your FCC Form 471 application, and we have identified an issue that we need you to help us resolve.

What is the issue?

On your form, your FRN Product and Service detail was not sufficient to determine if the requested amount for FRN 1899059437 can be supported. This is an issue because before we can proceed with processing your form, we must validate the amount of your request.

Please read all of the questions, descriptions, and requests below. Please give enough detail, insight, and clarity to help the reviewers fully understand your specific situation.

Check the boxes for statements that apply, and where applicable, type the information requested into the text boxes. If your information is too detailed for the text box, or if you need to provide additional documentation, click "Browse" to upload relevant files or documentation.

*Question(s)*

This page will timeout after an extended period of inactivity. Please periodically save your work using the 'Save & Close' button below. You may then use your browser's 'Back' button to return to your work.

Your response to PIA's questions:

#	Question	Response
1	Please provide vendor documentation which supports the funding request amount of \$73,292.78 one time eligible cost.  Note: Any vendor documentation provided should clearly identify any ineligible charges that were cost allocated out of your request as well as the make and model of all product(s) or service(s) requested in this FRN. Example of a make and model number: Brand X Router 345J. Also, please be sure to explain any discrepancies between the amount requested and amount supported.	<a href="#">Whalley Wachusett Bid All.xlsx</a>
	If you would like to provide any additional information about these issues that have not been addressed above:  Use the text box to type information, or upload additional documentation using the "Browse" button.	Look in the "Wachusett RHS" tab in the uploaded spreadsheet. The optional items were not accepted.
R1	I need vendor documentation such as a bill or invoice from the Service Provider, the excel spreadsheet you have previously sent is not valid documentation. Please also provide the email that your service provider sent the attached RFP and Excel Spreadsheet on as an attachment in your response through EPC.	The uploaded document is the vendors' official bid response to EOTSS' mini-bid (see upload) that included over 66 schools across the state. The vendor chose to combine all responses in a single spreadsheet as its official bid response. No work has been done, so no bill or invoice for completed work is available. If you like, I can extract "Wachusett RHS" into a separate spreadsheet or print it as a PDF if that will help.

**Corresponding Question \***

I need vendor documentation such as a bill or invoice from the Service Prov...

CLOSE

## Appendix B

MassIT - 2018 - Wachusett -  
#181031040 - Appeal #126439



[Records](#) / [Appeals](#)

# MassIT - 2018 - Wachusett - #181031040 Appeal - #126439

[Summary](#) [Associated FRNs](#) [News](#) [Related Actions](#)

In-Review

Outreach

Wave Ready

Committed

## Appeal Information

[View Status \(+\)](#)**Funding Year** 2018**Submitting Organization** EOTSS SCHOOL WIRELESS E-RATE  
CONSORTIUM (BEN: 16084158)**Created By** Stephen Kelley**Created On** 10/16/2018 10:31 AM EDT

## Main Contact

**Name** Stephen Kelley**Email** stephen.kelley@tecedge.net**Phone Number** 617-276-6479

## Narrative

The funding request was denied because "Applicant has not provided sufficient documentation needed to determine the eligibility of the following item(s): products and services being requested."

The reviewer requested "Any vendor documentation provided should clearly identify any ineligible charges that were cost allocated out of your request as well as the make and model of all product(s) or service(s) requested in this FRN. Example of a make and model number: Brand X Router 345J."

We uploaded "Whalley Wachusett Bid All.xlsx", which was Whalley's official response to the RFQ. The upload noted "Look in the 'Wachusett RHS' tab in the uploaded spreadsheet. The optional items were not accepted."

The reviewer responded "I need vendor documentation such as a bill or invoice from the Service Provider, the excel spreadsheet you have previously sent is not valid documentation. Please also provide the email that your service provider sent the attached RFP and Excel Spreadsheet on as an attachment in your response through EPC."

We responded "The uploaded document is the vendors' official bid response to EOTSS' mini-bid (see upload) that included over 66 schools across the state. The vendor chose to combine all responses in a single spreadsheet as its official bid response. No work has been done, so no bill or invoice for completed work is available. If you like, I can extract "Wachusett RHS" into a separate spreadsheet or print it as a PDF if that will help."

No further exchanges occurred, so we assumed the reviewer had accepted our argument.

Other reviewers accepted the Whalley response with its multiple tabs. We know of no FCC or USAC rule that prohibits vendors from responding to bids with an Excel spreadsheet.

The bid response submitted earlier was saved on 4/30/2018 so it opened at the "Wachusett RHS" tab to aid the reviewer. The attached bid response is the original bid response with a last modified date of 3/8/2018.

Thanks,

Steve

## Appeal Details

**Decision appealed by applicant** Funding Commitment Decision Letter

If you wish to modify or cancel your appeal, or, if you have any questions about your appeal, please contact the E-rate Program's Client Service Bureau (CSB) at (888) 203-8100.

[View Supporting Documentation \(-\)](#)

## Supporting Documentation

Document ID	Document	Description	Upload Stage	Uploaded By	Uploaded On
45134	<a href="#">Whalley Wachusett Bid All.xlsx</a>	Original bid response document with last modified date of 3/8/2018	Intake	Stephen Kelley	10/16/2018 10:32 AM EDT

# Appendix C

## Final Contract Wachusett WCA

WCA  
Massachusetts  
PER 18-00974

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STATEMENT OF WORK  
BETWEEN  
EXECUTIVE OFFICE OF TECHNOLOGY SERVICES AND SECURITY  
AND  
WHALLEY COMPUTER ASSOCIATES, INC.  
FOR THE  
DIGITAL CONNECTIONS PARTNERSHIP SCHOOL GRANT WIRELESS SOLUTION

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**1. INTRODUCTION**

The following document will serve as a Statement of Work ("SOW") between the Executive Office of Technology Services and Security of the Commonwealth of Massachusetts ("EOTSS") and Whalley Computer Associates, Inc. ("WCA") to apply to work on the Digital Connections Partnership School Grant Project ("Project"). The entire agreement (the "Agreement") between the parties (the "Agreement") consists of the following documents in the following order of precedence: (1) the Commonwealth Standard Terms and Conditions; (2) the Commonwealth's Standard Form Contract; (3) Request for Response ("RFR") ITC47 or ITT50; (4) WCA's response thereto; (5) the Request for Quotes ("RFQ") ITD RFQ 18-30 Digital Connections Partnership School Grant Wireless Solution; and (6) WCA's response thereto as amended by this SOW.

**2. DEFINITIONS**

The terms used in this SOW, unless defined in this SOW or in an amendment made hereto, shall have the meaning ascribed to them in the other documents that constitute the Agreement between the parties.

**"Business Day"** is any day other than a Saturday, Sunday or any day on which offices of the Commonwealth (as set forth in the legal holiday calendar), banking institutions or savings and loan associations in the Commonwealth are authorized or required to close. As used in this definition, the term "legal holiday calendar" shall mean the Legal Holiday Calendar maintained and published by the Executive Office of Technology Services and Security, available at <http://www.mass.gov/anf/employment-equal-access-disability/oversight-agencies/hrd/legal-holiday-calendar.html>

**"Deliverable"** means any work product that WCA delivers for the purposes of fulfilling its obligations to EOTSS under the terms of the Agreement, including work product that WCA must submit to EOTSS for EOTSS' approval in accordance with the formal acceptance procedures set forth within the SOW or the Task Order(s) entered into hereunder.

**"Milestone Payment"** means a defined payment amount associated with the completion of a particular Deliverable or set of Deliverables.

**"Task"** means a material activity engaged in by WCA for the purpose of fulfilling its obligations to EOTSS under the terms of the Agreement, which may or may not result in the creation of a Deliverable.

**"Task Order"** means an amendment to this SOW that specifies Tasks, Deliverables, or hourly rate services to be completed by WCA under the terms of this Agreement.

### 3. OVERVIEW, EFFECTIVE DATE AND TERM

WCA will provide and set up a wireless access solution with access points in any of the locations listed in Table 1.

Under the terms of this SOW, WCA will implement or augment wireless solutions at the Phase I schools listed below (hereinafter a "Participating School"). EOTSS and each Participating School will work with WCA to design, install, configure, and maintain a wireless access solution consistent with the requirements of EOTSS RFQ 18-30 within each respective school. Statements of Work for the Phase I schools under this RFQ will be required to be executed by April 15, 2018. All the work for the Phase I schools under this RFQ will be required to be started by April 1, 2018 and completed by June 30, 2018.

**Participating Schools:** This Agreement's term (the "Term") begins on the date that is executed by both parties (the "Effective Date") and shall terminate at 5:00 p.m. on June 30, 2019 ("Termination Date"). Notwithstanding the foregoing, Sections 5.1 and 5.2 of System Security, Section 11.2 Warranty, and Section 11.3, Title and Intellectual Property Rights shall survive the termination of the remainder of this SOW.

**TABLE 1: PARTICIPATING SCHOOLS AND SCHOOL CONTACTS**

#	District Name	School Name	Address	Municipality	State	Zip
1	Wachusett	Wachusett Regional High School	1401 Main Street	Holden	MA	01520
#	District Name	Contact Name	Contact Title	Contact Phone	Contact Email	
1	Wachusett	Barry Sclar	Supervisor of Information Services	508-829-1670 (desk); 508-736-4626 (mobile)	barry_sclar@wrsd.net	

### 4. POINTS OF CONTACT

#### 4.1 Single Point of Contact

WCA and EOTSS will each assign a single point of contact with respect to this SOW. It is anticipated that the contact person will not change during the Term of this Agreement. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required. WCA's contact person is Andrea Hasbrouck, Project Manager who can be reached at 9 Industrial Road, Milford, MA 01757. 508-634-1127. Email: alh@wca.com.

EOTSS' contact is Steven Beland, Project Manager who can be reached at 100 Cambridge Street, 6<sup>th</sup> Floor, Boston, MA 02114. 617-626-4545. Email: steven.beland@mass.gov.

#### 4.2. Subcontractors

WCA shall take full responsibility for project management. WCA shall submit all subcontracts related to work to be performed hereunder for approval by EOTSS within two weeks of the Execution Date of this SOW and within two weeks for any Task Order issued hereunder which entails work by WCA subcontractors. WCA shall ensure that its subcontractor(s) that perform work efforts under this SOW shall comply with all terms of the Agreement.

WCA will act as prime contractor for the WCA's subcontractor (s) and be responsible for the performance of subcontractor. WCA must submit for approval, be responsible for, and pass on all covenants, and warranties, etc. to subcontractor.

## **5. SYSTEM SECURITY**

As part of its work efforts under this SOW, WCA will be required to use Commonwealth Data and IT resources. For purposes of this work effort, "Commonwealth Data" shall mean data provided by the EOTSS to WCA, which may physically reside at a Commonwealth or EOTSS or WCA location.

### **5.1 Commonwealth Data**

In connection with Commonwealth Data, WCA will implement commercially reasonable safeguards necessary to:

- 5.1.1 Prevent unauthorized access to Commonwealth Data from any public or private network;
- 5.1.2 Prevent unauthorized physical access to any information technology resources involved in the development effort; and
- 5.1.3 Prevent interception and manipulation of Commonwealth Data during transmission to and from any servers.

### **5.2 Commonwealth Personal Data**

In addition to the above requirements for Commonwealth Data, WCA may be required to use the following Commonwealth personal data under MGL ch. 66A and/or personal information under MGL ch. 93H, or to work on or with information technology systems that contain such data in order to fulfill part of its specified tasks. For purposes of this work effort, electronic personal data and personal information includes data provided by the EOTSS to WCA which may physically reside at a location owned and/or controlled by the Commonwealth or EOTSS or WCA. In connection with electronic personal data and personal information, WCA shall implement the maximum feasible safeguards reasonably needed to:

- 5.2.1 Ensure the security, confidentiality and integrity of electronic personal data and personal information;
- 5.2.2 Prevent unauthorized access to electronic personal data or personal information or any other Commonwealth Data from any public or private network;
- 5.2.3 Notify EOTSS immediately if any breach of such system or of the security, confidentiality, or integrity of electronic personal data or personal information occurs.

### **5.3 Software Integrity Controls**

The parties do not anticipate, as of the date of execution of this SOW, any need for software integrity controls; if such a need should arise at a later time, the terms shall be as follows. WCA and EOTSS recognize the serious threat of fraud, misuse, and destruction or theft of

data or funding. These threats could be introduced when unauthorized or inappropriate modifications are made to a production system. WCA shall implement the following controls for the purpose of maintaining software integrity and traceability throughout the software creation life cycle, including during development, testing, and production:

- 5.3.1 WCA shall configure at least two software environments including a development/quality assurance (QA) environment and a production environment.
- 5.3.2 WCA shall implement a change management procedure to ensure that activities in the development/QA environment remain separate and distinct from the production environment. In particular the change management procedure shall incorporate at least the following:
  - 5.3.2.1 Segregates duties between development and testing of software changes and migration of changes to the production environment;
  - 5.3.2.2 Implements security controls to restrict individuals who have development or testing responsibilities from migrating changes to the production environment.
  - 5.3.2.3 Includes a process to log and review all source control activities.
- 5.3.3 WCA shall implement a source control tool to ensure that all changes made to the production system are authorized, tested, and approved before migration to the production environment.
- 5.3.4 WCA shall not make any development or code changes in a production environment.

## **6. ACCEPTANCE OR REJECTION PROCESS**

All work under this SOW, including without limitation installation, configuration, testing, and documentation, (hereinafter the "Deliverables") shall be subject to the following acceptance process.

WCA will submit the required Deliverables specified in this SOW, or any Task Order entered into hereunder, to the Participating School (or, at a Participating School's discretion, to the relevant school district, in which case the school district shall act in the place of the Participating School with respect to the following acceptance process). The Participating School will review work product for each of the Deliverables and evaluate whether each Deliverable has clearly met in all material respects the criteria established in this SOW and any applicable Task Order specifications. The Participating School will then make a recommendation to EOTSS with respect to accepting or rejecting the Deliverable in writing to EOTSS, accompanied by any and all associated document Deliverables. EOTSS will either accept the Deliverable based on the Participating School's recommendation and the associated document Deliverables, or, in its discretion, conduct an onsite review of the equipment Deliverables before rendering a final acceptance or rejection decision. Once reviewed and favorably evaluated by both the Participating School and EOTSS, the Deliverables will be deemed accepted.

Within ten (10) working days of receipt of each Deliverable by a Participating School, either EOTSS or the Participating School, will notify WCA, in writing, of the acceptance or rejection of said Deliverable using the acceptance criteria specified in the applicable SOW. A form signed by EOTSS or a Participating School may indicate rejection, but only a form signed by EOTSS shall indicate acceptance. WCA shall acknowledge receipt of acceptance forms in writing. Any rejection will include a written description of the defects of the Deliverable.



If the Participating School or EOTSS rejects a Deliverable, WCA will, upon receipt of such rejection, act diligently to correct the specified defects and deliver an updated version of the Deliverable to the respective school. EOTSS, in consultation with the Participating School, will then have an additional five (5) business days from receipt of the updated Deliverable to notify WCA, in writing, of the acceptance or rejection of the updated Deliverable. Any rejection of a re-delivered Deliverable by EOTSS will include a description of the defects which were not corrected in the re-delivered Deliverable.

## **7. PROJECT MANAGEMENT**

WCA and EOTSS must notify the other party's Project Managers of any change in the name, address, phone number, fax number, or email address of their respective Project Manager.

Steven Beland, Project Manager ("EOTSS' Project Manager") shall perform project management on behalf of EOTSS for this engagement. EOTSS' Project Manager will:

- 7.1.1 Work closely with WCA Project Manager to ensure successful completion of the project.
- 7.1.2 Consult with WCA Project Manager to develop the Project Management Plan.
- 7.1.3 Review weekly status reports and schedule weekly meetings with WCA, as necessary.
- 7.1.4 Coordinate participation from any Participating School or school district as required during the engagement.
- 7.1.5 Acquire EOTSS project team members as needed.
- 7.1.6 Coordinate EOTSS' review of the Deliverables and sign an acceptance form to signify acceptance for each accepted Deliverable.

EOTSS' Project Manager reports to Michael Hamel, Director of EOTSS' Office of Municipal and School Technology, who reports to Karthik Viswanathan, Deputy Chief Information Officer at EOTSS. Sean Vinck, EOTSS' Deputy Chief Information Officer and General Counsel, will sign this SOW and all amendments hereto on behalf of EOTSS.

### **7.2 Vendor Project Manager**

Andrea Hasbrouck, Project Manager ("WCA's Project Manager") shall perform project management on behalf of WCA for this engagement. WCA's Project Manager will:

- 7.2.1 Be responsible for administering this Agreement and the managing of the day-to-day operations under this Agreement.
- 7.2.2 Serve as an interface between the EOTSS Project Manager and all WCA personnel participating in this engagement.
- 7.2.3 Develop and maintain the Project Management Plan, in consultation with the EOTSS Project Manager.
- 7.2.4 Facilitate regular communication with the EOTSS Project Manager, including weekly status reports/updates, and review the project performance against the

project plan. Facilitate weekly project status meetings for the duration of the engagement.

7.2.5 Update the project plan on a weekly basis and distribute at weekly meetings for the duration of the engagement.

7.2.6 Sign acceptance forms to acknowledge their receipt from EOTSS.

7.2.7 Be responsible for the management and deployment of WCA personnel.

WCA's Project Manager reports to Chris Russo, Director of Professional Services for WCA, who reports to Paul Whalley, Vice President and Director of Sales for WCA. Paul Whalley, being an authorized signatory named in WCA's response to ITC47, will sign this SOW and all amendments thereto on behalf of WCA.

### **7.3 Issue Resolution**

The Project Managers from each organization bear the primary responsibility for ensuring issue resolution. If they mutually agree that they are unable to resolve an issue, they are responsible for escalating the issue to Michael Hamel and Chris Russo.

## **8. AMENDMENTS TO THE SCOPE OF WORK**

This Agreement may be amended prior to the end of the Term. The Project Manager who would like to request a change in scope for this engagement or any other terms contained within the Agreement, will provide the suggested amendment in writing to the other party's Project Manager. The Project Managers will jointly determine whether the change impacts any terms contained within the Agreement. The parties may mutually agree to the change through a written amendment to this SOW.

For any amendment entered into under this Agreement where WCA will be providing services on a Time and Materials basis, the parties shall apply the Time and Materials terms as described in Section 12 of this SOW to the relevant Task Order.

## **9. PERSONNEL**

### **9.1 Key Personnel**

WCA agrees to provide the following personnel for the following amounts of time for the duration of this project:

**TABLE 2: KEY PERSONNEL**

Staff Member	Role	Time Commitment expressed as percentage of full time ( $\leq 100\%$ )
Allan Ruell	Senior Advanced Network Technician	25%
Scott Thomas	Senior Advanced Network Technician	25%



Rolf Siller	Advanced Network Engineer	75%
Helbert Rezende	Senior Advanced Network Engineer	75%
Andrea Hasbrouck	Project Manager	100%
TBD	Driver	25%
TBD	Driver Helper	25%

WCA shall assign all of the foregoing personnel to this engagement on the time basis set forth in Table 2. In the event that a change is necessary, WCA Project Manager will provide prompt written notice to EOTSS Project Manager of the proposed change. If the personnel change is a result of a non-emergency, the WCA Project Manager shall provide the EOTSS Project Manager two-week written notice. For personnel changes that result from an emergency, WCA Project Manager shall provide prompt written notice to EOTSS Project Manager. EOTSS Project Manager has the right to accept or reject all personnel. WCA's personnel must comply with the Executive Office of Technology Support and Security's relevant Policies, Standards and Guidance, which may be located at [www.mass.gov/eotss](http://www.mass.gov/eotss), as well as any applicable workplace policies for the Participating Schools, which will be made available to WCA before any work under this SOW is undertaken.

## **9.2 Equipment, Work Space, Office Supplies**

EOTSS will ensure that each Participating School provides reasonable access to its facilities as necessary to complete the work described in this SOW or in a relevant Task Order. WCA will submit a list of employees who will need access to school facilities or systems before execution of this SOW. Any WCA employees who have access to EOTSS IT resources must comply with EOTSS' "Acceptable Use Policy" (see [www.mass.gov/eotss](http://www.mass.gov/eotss)), and any WCA employees who have access to Participating School resources must comply with any applicable school Acceptable Use Policy adopted by the Participating School. WCA shall be responsible for any and all damage caused by WCA personnel providing services under this SOW, regardless of whether the individual is an employee, contractor, or agent of WCA, who make use of school facilities or equipment, including without limitation fork lifts or elevators, during the course of performing any work under this SOW, provided that the Participating School has maintained such facilities or equipment properly.

## **9.3 Related Project Knowledge**

In addition to the "Statewide Contract IT Specifications" and all other terms of the applicable RFR, WCA may, prior to commencing any other work under this SOW, conduct an onsite inspection of a Participating School. If WCA has conducted an onsite inspection prior to the execution of this SOW, then EOTSS and the relevant Participating School shall expect WCA to be familiar with the Participating School's facilities and connectivity requirements.

## **9.4 Intellectual Property and Work Effort Agreement for WCA's Employees, Contractors and Consultants and Agents**

WCA shall ensure that each of WCA personnel providing services under this SOW, regardless of whether the individual is an employee, contractor, or agent of WCA, shall, prior to rendering any services under this SOW, sign the "Intellectual Property and Work Effort Agreement for Vendor's Employees, Contractors, Consultants, and Agents" (the "IPAWA Agreement") which is attached hereto as Attachment A. If WCA's personnel who will be rendering services under this SOW have already executed an agreement that, in the opinion of EOTSS' counsel, provides legal protection to the Commonwealth as strong as that provided by the IPAWA Agreement, WCA may substitute such agreement in place of the IPAWA Agreement for such personnel. WCA shall return the signed copies of the IPAWA Agreement, or the EOTSS Project Manager's pre-approved substitute agreement, to EOTSS' Project Manager prior to the rendering of any services under this SOW.

10. This section is left intentionally blank.

## **11. ADDITIONAL TERMS**

### **11.1 Code Review**

This section is left intentionally blank.

## 11.2 Warranty

Consistent with the requirements of the applicable RFR, WCA represents and warrants to EOTSS that:

- 11.2.1 WCA and its subcontractors are sufficiently staffed and equipped to fulfill WCA's obligations under this Agreement;
- 11.2.2 WCA's services will be performed:
  - 11.2.2.1 By appropriately qualified and trained personnel;
  - 11.2.2.2 With due care and diligence and to a high standard of quality as is customary in the industry;
  - 11.2.2.3 In compliance with the Milestone Schedule and the terms and conditions of this Agreement; and
  - 11.2.2.4 In accordance with all applicable professional standards for the field of expertise;
- 11.2.3 Deliverables delivered under this Agreement will substantially conform with the Tasks and Deliverable descriptions set forth in this Agreement;
- 11.2.4 All media on which WCA provides any software under this Agreement shall be free from defects;
- 11.2.5 All software delivered by WCA under this Agreement shall be free of Trojan horses, back doors, and other malicious code;
- 11.2.6 WCA has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties supplied or specified by WCA for incorporation in the Deliverables to be developed;
- 11.2.7 Documentation provided by WCA under this Agreement shall be in sufficient detail so as to allow suitably skilled, trained, and educated EOTSS personnel to understand the operation of the Deliverables. WCA shall promptly, at no additional cost to EOTSS make corrections to any documentation that does not conform to this warranty; and
- 11.2.8 Any systems created or modified by WCA under this SOW shall operate in substantial conformance with the specifications for the system or modifications for a minimum of three months (the "Warranty Period") after Agency accepts such system or modifications pursuant to Section 6 of this SOW. During the Warranty Period, WCA shall correct any Severity Level I, II or III defects, as defined in the RFQ for ITC47 and/or ITT50, at no charge to EOTSS.

### **11.3 Title and Intellectual Property Rights**

#### **11.3.1 Definition of Property**

The term Property as used herein includes the following forms of property: (1) confidential, proprietary, and trade secret information; (2) trademarks, trade names, discoveries, inventions processes, methods and improvements, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice; and (3) works of authorship, wherein such forms of property are required by WCA to develop, test, and install the wireless networking services that may consist of computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation of the wireless networking services, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, HTML code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, reports, and other works of authorship fixed in any tangible medium.

#### **11.3.2 Source of Property**

The development of the wireless networking services will involve intellectual property derived from four different sources: (1) a third party; (2) that developed by WCA for the open market (e.g. WCA's commercial off the shelf software); (3) that developed by WCA for other individual clients, or for internal purposes prior to the Effective Date of this Statement of Work and not delivered to any other client of WCA's; and (4) developed by WCA specifically for the purposes of fulfilling its obligations to EOTSS under the terms of this Agreement. Ownership of the first and second categories of intellectual property is addressed in separate agreements between EOTSS and the contractors and resellers of work product. This Section of 11 the Statement of Work addresses exclusively ownership rights in the third and fourth categories of intellectual property.

#### **11.3.3 WCA Property and License**

WCA will retain all right, title and interest in and to all Property developed by it, i) for clients other than the Commonwealth, and ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by WCA in connection with such work (hereinafter the "WCA Property"). EOTSS acknowledges that its possession, installation or use of WCA Property will not transfer to it any title to such property.

EOTSS acknowledges that WCA Property contains or constitutes commercially valuable and proprietary trade secrets of WCA, the development of which involved the expenditure of substantial time and money and the use of skilled development experts. EOTSS acknowledges that WCA Property is being disclosed to EOTSS to be used only as expressly permitted under the terms herein. EOTSS will take no affirmative steps to disclose such information to third parties, and, if required to do so under the Commonwealth's Public Records Law, M.G.L. c. 66 § 10, or by legal process, will promptly notify WCA of the imminent disclosure so that WCA can take steps to defend itself against such disclosure.

Except as expressly authorized herein, EOTSS will not copy, modify, distribute or transfer by any means, display, sublicense, rent, reverse engineer, decompile or disassemble WCA Property.

WCA grants to EOTSS, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, sublicense to any EOTSS subcontractor for purposes of creating, implementing, maintaining or enhancing a Deliverable, and create derivative works based upon WCA Property, in any media now known or hereafter known, to the extent the same are embodied in the Deliverables, or otherwise required to exploit the Deliverables. During the Term of this Agreement and immediately upon any expiration or termination thereof for any reason, WCA will provide to EOTSS the most current copies of any WCA Property to which EOTSS has rights pursuant to the foregoing, including any related documentation.

Notwithstanding anything contained herein to the contrary, and notwithstanding EOTSS' use of WCA Property under the license created herein, WCA shall have all the rights and incidents of ownership with respect to WCA Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties. Vender shall not encumber or otherwise transfer any rights that would preclude a free and clear license grant to the Commonwealth.

#### **11.3.4 Commonwealth Property**

In conformance with the Commonwealth's Standard Terms and Conditions, all Deliverables created under this Agreement whether made by WCA, subcontractor or both are the property of EOTSS, except for the WCA Property embodied in the Deliverable. WCA irrevocably and unconditionally sells, transfers and assigns to EOTSS or its designee(s), the entire right, title, and interest in and to all intellectual property rights that it may now or hereafter possess in said Deliverables, except for the WCA Property embodied in the Deliverables, and all derivative works thereof. This sale, transfer and assignment shall be effective immediately upon creation of each Deliverable and shall include all copyright, patent, trade secret, trademark and other intellectual property rights created by WCA or WCA's subcontractor in connection with such work (hereinafter the "Commonwealth Property").

All copyrightable material contained within a Deliverable and created under this Agreement are works made for hire. WCA bears the burden to prove that a work within a Deliverable was not created under this Agreement. If work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to WCA under such law, WCA shall and hereby irrevocably does, assign and transfer to EOTSS free from all liens and other encumbrances or restrictions, all right, title and interest WCA may have or come to have in and to such Deliverable. WCA HEREBY WAIVES IN FAVOR OF EOTSS (AND SHALL CAUSE ITS PERSONNEL TO WAIVE IN FAVOR OF CLIENT IN WRITING SIGNED BY SUCH PERSONNEL) ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) IT MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY

DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS.

WCA agrees to execute all documents and take all actions that may be reasonably requested by EOTSS to evidence the transfer of ownership of or license to intellectual property rights described in this Section 11, including providing any code used exclusively to develop such Deliverables for EOTSS and the documentation for such code. WCA acknowledges that there are currently and that there may be future rights that the Commonwealth may otherwise become entitled to with respect to Commonwealth Property that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that WCA specifically intends the foregoing ownership or rights by the Commonwealth to include all such now known or unknown uses, media and forms of exploitation.

The Commonwealth retains all right, title and interest in and to all derivative works of Commonwealth Property.

EOTSS hereby grants to WCA a nonexclusive, revocable license to use, copy, modify and prepare derivative works of Commonwealth Property only during the Term and only for the purpose of performing services and developing Deliverables for the EOTSS under this Agreement.

With respect to web site development contracts, EOTSS will bear sole responsibility for registering the software or system domain name or URL, applying for any trademark registration relating to the software or system domain name or URL and applying for any copyright registration related to its copyright ownership with respect to any Commonwealth Property.

#### **11.3.5 Third-party Intellectual Property**

If the Deliverables contain or will contain any third-party intellectual property to which WCA intends to provide a sublicense, WCA must provide copies of all such sublicense agreements as early in the process as possible. The sublicense agreements must be included in WCA's initial quotation to the EOTSS, or, if the requirement to utilize sublicensed intellectual property is not known at the outset of the project, as soon as the requirement becomes known. Sublicenses to third-party intellectual property can ONLY be provided under ITC47 and/or ITT50 if they are provided at no charge to the Commonwealth.

#### **11.4 Additional EOTSS' Responsibilities**

This section is left blank intentionally.

#### **11.5 Software Escrow**

This section is left blank intentionally.



## 12. WCA TASKS AND DELIVERABLES

This Section describes the Deliverables that WCA will provide to EOTSS and the Tasks that WCA will complete by the end of the engagement described in this SOW. A Task or Deliverable will be considered "complete" when all the acceptance criteria set forth in this SOW have been met or the prescribed review period for each Deliverable or Task has expired without written response from EOTSS. The Task/Deliverable numbers are referred to in subsequent sections throughout this SOW.

All written documents shall be delivered in machine-readable format, capable of being completely and accurately reproduced by computer software on a laser printer. All itemized and/or annotated lists shall be delivered in computer spreadsheets, capable of being imported to Microsoft Excel 2010 or later. All meetings shall be held at the relevant Participating School unless agreed to otherwise by the Project Managers. Meetings must be scheduled at least three full business days in advance, with reasonable accommodation of attendees' schedules. All meeting results will be described in a follow-up report generated by WCA's Project Manager and approved by the EOTSS Project Manager.

### 12.1 Fixed Price Tasks and Deliverables:

For the Fixed Price Tasks and Deliverables of this Agreement, WCA shall perform Tasks or deliver Deliverables in conformance with the Description and Metrics of Acceptance on or before Milestone Schedule date set forth in Table 3. WCA must submit a proposed schedule of work including proposed work dates, and detailing all assumptions on which those dates are based.

**TABLE 3: DELIVERABLES AND TASKS**

Phase 1 School: Wachusett Regional High School Statements of Work Must Be Executed by 4/15/2018			
Deliverable or Task Number	Deliverable or Task Name	Description and Metrics of Acceptance	Milestone Schedule (Due Date)
1.1	Hardware delivery	Delivery and acceptance of all hardware components	4/1/2018
1.2	Wiring Phase 1	50% wiring and hardware installation completed	TBD
1.3	Wiring Phase 2	100% wiring and hardware installation completed (Additionally, if an accepted installation later fails testing and it is necessary to remount or replace any equipment, the new installation is also subject to an acceptance process)	TBD
1.4	Configuration	100% configuration work completed (Additionally, if an accepted configuration later fails testing and it is necessary to reconfigure any equipment, the new	TBD

		configuration is also subject to an acceptance process)	
1.5	Testing	100% successful testing of all hardware and software to the minimum specifications set forth in the applicable RFQ and this SOW	TBD
1.6	Documentation and knowledge transfer	Delivery and acceptance of documentation and knowledge transfer services	TBD
1.7	Final Acceptance	Final acceptance	6/30/2018

Once work has begun, it is expected that the Winning Bidder will send a weekly update of work performed, percentage of work completed, any issues that could delay the project and any other issues that require input from EOTSS, or could otherwise affect the project.

## 12.2 Time and Materials Personnel

WCA agrees to provide the following Named Resources, whose resume is attached hereto as Attachment D, on a Time and Materials basis and as described in any relevant Task Order entered into hereunder. Time and Materials services are not contemplated under this SOW, however, should the parties mutually agree to Time and Materials services related to, but not specifically described in the applicable RFQ, the applicable hourly rates are as follows:

**TABLE 4: TIME AND MATERIALS RESOURCES**

[FIXED PRICE CONTRACT]

Named Resource	Title	Hourly Rate
Helbert Rezende	Senior Advanced Network Engineer	

WCA will coordinate installation schedules with EOTSS and the school to ensure there is minimal disruption to learning. All installation, configuration, and testing will be performed outside normal school hours at no increase in cost, unless otherwise agreed to by the school. If all work cannot be completed in a single day, WCA must ensure that all work areas are tidy and clean for school the next day. WCA will remove and dispose of all packing materials.

## 12.3 Payment Terms

All payments under this Agreement shall be made in accordance with the Commonwealth's bill paying policy.



#### 12.3.1 Fixed Price Payments for Tasks and Deliverables

A Deliverable or Task will be considered "completed" when EOTSS has determined that the acceptance criteria for that specific Deliverable or Task has been met as specified in Table 5 of this SOW or the relevant Task Order, and elsewhere in this Agreement. WCA agrees to invoice the Commonwealth for the Deliverables or work completed per the requirements set forth in this SOW and the relevant Task Order. EOTSS will make payments to WCA only after receiving an accurate invoice via the online form at ([https://massgov.formstack.com/forms/dcpsg\\_invoice](https://massgov.formstack.com/forms/dcpsg_invoice)) for Tasks and Deliverables completed and accepted pursuant to Section 6 of this SOW. Any invoice submitted by WCA to EOTSS without an accompanying written notice in the form of a "District Acceptance Document" from the relevant Participating School that the applicable Deliverables are acceptable to the Participating School shall not be payable. The District Acceptance Document is provided in Attachment D. Payments for specific Tasks and Deliverables shall be made in accordance with Table 5 below, and any invoice for payment that does not comply with the payment structure set forth in Table 5 below shall not be payable without the express written consent of EOTSS.

In addition to milestone payments, all work conducted under this SOW shall be conducted under the Commonwealth's Prevailing Wage Law. EOTSS will provide WCA with current prevailing wage schedules, and WCA must regularly submit to EOTSS completed "Massachusetts Certified Weekly Payroll Report Forms" indicating the pay rates for all work conducted under the SOW.

**TABLE 5: FIXED PRICE DELIVERABLES AND TASKS**

**Please note:**

**All invoices must be submitted through the online form**  
([https://massgov.formstack.com/forms/dcpsg\\_invoice](https://massgov.formstack.com/forms/dcpsg_invoice)).

**All invoices submitted must be accompanied by a District Acceptance Document**  
(provided in Attachment D).

**All invoices must follow the Milestone Payment Schedule below.**

**For districts with multiple schools, the Milestone Payment Schedule will be broken down per school.**

Phase 1 School: Wachusett Regional High School		
Deliverable or Task Number	Deliverable or Task Name	Milestone Payment
1.1	Delivery and acceptance of all hardware components	\$62,251.00

1.2	Wiring Phase 1	
1.3	Wiring Phase 2	
1.4	Configuration	
1.5	Testing	
1.6	Documentation and knowledge transfer	
1.2-1.6	[Please see above Deliverable or Task Names]	\$9,385.51
1.7	Final acceptance	\$1,656.27
Wachusett Regional High School Total: \$73,292.78		

#### 12.3.2 Time and Materials Payments

For the Time and Materials Services provided in any Task Order entered hereunder, WCA shall complete the work described in the relevant Task Order and as scheduled through weekly planning meetings. WCA will submit weekly reports to the EOTSS Project Manager detailing the hours actually worked by the Named Resource performing Time and Materials work and described herein or in the relevant Task Order. The weekly reporting must show actual resource hours worked against assigned tasks. WCA will also report weekly to the EOTSS Project Manager its expected work effort the forthcoming week, showing the Named Resource's expected level of effort. The Named Resource will be authorized for work without the prior review and authorization by the EOTSS Project Manager.

WCA shall provide a bi-weekly invoice to EOTSS Project Manager for the actual hours worked per week of the Named Resource identified in Table 4. No invoice will exceed 37.5 hours per week per resource, and the total payments under this SOW or the relevant Task Order will not exceed the authorized hours or the total authorized amount as identified in the relevant Task Order. The EOTSS Project Manager will review and approve these invoices based on satisfactory work performance by the Named Resource. The EOTSS Project Manager may terminate use of the Named Resource by providing ten (10) days written notice to WCA Project Manager. If termination is "For Cause", or for a violation of a term of this Agreement, EOTSS may terminate use of the Named Resource effective immediately by providing written notice to WCA Project Manager.

#### 13. TRANSFER OF ENGAGEMENT PRODUCTS AT CONTRACT TERMINATION

This section is left blank intentionally.

#### 14. MAINTENANCE

Maintenance shall be provided by WCA as per the terms set forth in the RFQ and at the price set forth in Attachment B hereto.

The undersigned hereby represent that they are duly authorized to execute this SOW on behalf of their respective organizations.

EOTSS

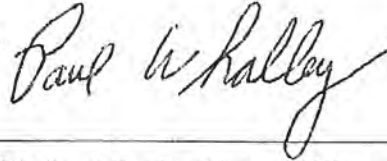


Sean Vinick, Deputy Chief Information  
Officer and General Counsel

3/22/2018

Date

WCA



Paul Whalley, Vice President and Director of  
Sales

3.21.18

Date

## ATTACHMENT A: IPawe AGREEMENT

### Intellectual Property and Work Effort Agreement for Vendor's Employees, Consultants, and Agents

### Confidentiality, Assignment of Inventions and Representation of Non-Infringement Agreement; Other Representations

The undersigned hereby acknowledges that he or she is an employee or consultant to of the following vendor of the Commonwealth of Massachusetts:

Name of Vendor: Whalley Computer Assoc ("Vendor")

and desires to be assigned by the Vendor to perform services for the Commonwealth, and that the Vendor desires to assign you to perform services on one or more projects for the Commonwealth, but only under the condition that you sign this Agreement and agree to be bound by all of its terms and conditions.

NOW THEREFORE, in consideration of your assignment to work for the Commonwealth, the access you have to the confidential information of the Commonwealth, and for other good and valuable consideration, the parties agree as follows:

1. Confidentiality of the Commonwealth's Materials. You agree that both during your assignment at the Commonwealth and thereafter you will not use for your own benefit, or divulge or disclose to anyone except to persons within the Commonwealth whose positions require them to know it, any information not already lawfully available to the public concerning the Commonwealth ("Confidential Information"), including but not limited to information regarding any website of the Commonwealth, any e-commerce products or services, any web development strategy, any financial information or any information regarding users of or vendors to the Commonwealth's websites. Confidential Information also includes, without limitation, any technical data, design, pattern, formula, computer program, source code, object code, algorithm, subroutine, manual, product specification, or plan for a new, revised or existing product or web site; any business, marketing, financial or sales information; and the present or future plans of the Commonwealth with respect to the development of its web sites and web services.
2. All Developments the Property of the Commonwealth. All confidential, proprietary or other trade secret information and all other works of authorship, trademarks, trade names, discoveries, inventions, processes, methods and improvements, conceived, developed, or otherwise made by you, alone or with others, and in any way relating to the Commonwealth or any of its web development projects, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice during the period of your assignment with the Commonwealth ("Developments") shall be the sole property of the Vendor's customer, the Commonwealth. All copyrightable material contained within a Development during the period of your assignment with the Commonwealth are works made for hire. You bear the burden to prove that a work was not made during the period of your assignment with the Commonwealth. If a work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to you under

such law, you shall and hereby irrevocably do, assign and transfer to the Commonwealth free from all liens and other encumbrances or restrictions, all right, title and interest you may have or come to have in and to such Development. YOU HEREBY WAIVE IN FAVOR OF THE COMMONWEALTH ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) YOU MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS. You agree to disclose all Developments promptly, fully and in writing to the Commonwealth promptly after development of the same, and at any time upon request. You agree to, and hereby do assign to the Commonwealth all your right, title and interest throughout the world in and to all Developments without any obligation on the part of the Commonwealth to pay royalties or any other consideration to you in respect of such Developments. You agree to assist the Vendor's customer the Commonwealth, (without charge, but at no cost to you) to obtain and maintain for itself such rights.

3. Return of the Commonwealth's Materials. At the time of the termination of your assignment with the Commonwealth, you agree to return to the Commonwealth all Commonwealth materials, documents and property, in your possession or control, including without limitation, all materials relating to work done while assigned by the Vendor to projects for Commonwealth or relating to the processes and materials of the Commonwealth. You also agree to return to the Commonwealth all materials concerning past, present and future or potential products and/or services of the Commonwealth. You also agree to return to the Commonwealth all materials provided by persons doing business with the Commonwealth and all teaching materials provided by the Commonwealth.
4. Representation of Non-Infringement. You hereby represent and warrant that, to your best knowledge, no software, no web content and no other intellectual property that you develop during your assignment to and deliver to the Commonwealth, and no Developments made by you and assigned to the Commonwealth pursuant to Section 2 above, shall infringe a patent, copyright, trade secret or other proprietary or intellectual property right of any third party.
5. No Conflicting Agreements. You represent and warrant that you are not a party to any agreement or arrangement which would constitute a conflict of interest with the obligations undertaken hereunder or would prevent you from carrying out your obligations hereunder.
6. Tax Payments. You hereby represent and warrant that you have paid all due state and federal taxes, or, if your tax status is in dispute or in the process of settlement, that you have responded as directed and within the required timeframes to all communications received from the state or federal government.
7. You acknowledge that you are not an employee of any Massachusetts state or municipal government agency, and are not entitled to any benefits, guarantees or other rights granted to state or municipal government agencies, including but not limited to group insurance, disability insurance, paid vacations, sick leave or other leave, retirements plans, health plans, or premium overtime pay. Should you be deemed to be entitled to receive any such benefits by operation of law or otherwise, you expressly waive any claim or entitlement to receiving such benefits from Massachusetts state or municipal government agencies.
8. Miscellaneous:
  - a. The Commonwealth is a third-party beneficiary of this Agreement with full rights to enforce its terms directly
  - b. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, superseding any previous oral or written agreements.

- c. Your obligations under this Agreement shall survive the termination of your assignment with the Commonwealth regardless of the manner of or reasons for such termination. Your obligations under this Agreement shall be binding upon and shall inure to the benefits of the heirs, assigns, executors, administrators and representatives of the parties.
- d. You agree that the terms of this Agreement are reasonable and properly required for the adequate protection of our customer the Commonwealth's legitimate business interests. You agree that in the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to be contrary to any applicable statute, law, rule, or policy or for any reason unenforceable as written, then such court may modify any of such provisions so as to permit enforcement thereof to the maximum extent permissible as thus modified. Further, you agree that any finding by a court of competent jurisdiction that any provision of this Agreement is contrary to any applicable statute, law, or policy or for any reason unenforceable as written shall have no effect upon any other provisions and all other provisions shall remain in full force and effect.
- e. You agree that any breach of this Agreement will cause immediate and irreparable harm to the Vendor's customer the Commonwealth not compensable by monetary damages and that the Commonwealth will be entitled to obtain injunctive relief, in addition to all other relief, in any court of competent jurisdiction, to enforce the terms of this Agreement, without having to prove or show any actual damage to the Commonwealth.
- f. No failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof, and no delay or omission in exercising any right under this Agreement, will operate as a waiver of such terms, covenants, conditions or rights. A waiver or consent given on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- g. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the doctrine of conflicts of law. This Agreement is executed under seal.

The undersigned believes that this Agreement imposes reasonable standards of conduct for all of the employees, consultants, and agents of the vendor on assignment at the Commonwealth, and that this Agreement will serve to best protect the interests of all involved parties. If you agree with the terms set forth herein, please sign and return this Agreement.

Agreed and Accepted:

Name of Employee, Consultant,  
or Agent

Kandm Communications Corp

Robert Lane

Signature

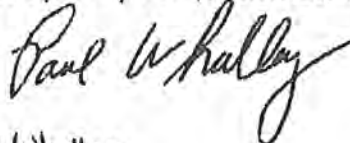


Date

3-21-18

Name of Vendor Whalley Computer Associates, Inc.

Vendor Signature



Vendor Signatory Name

Paul Whalley

Vendor Signatory Title

V.P.

Vendor Signature Date

3.21.18

**ATTACHMENT B: BILL OF MATERIALS AND COST PROPOSAL**



**TABLE 2**  
**PRODUCTS (HARDWARE AND SOFTWARE)**

**Vendor:** Whalley Computer Associates, Inc.  
**SPIN# :** 143004498

**School:** Wachusett Regional High School  
**District:** Wachusett

Wireless Network Hardware					
Qty	Product Part No.	Description	HW/SW	Unit Price	Ext. Price
7	JL357A	Aruba 2540 48G PoE+ 4SFP+ Switch	HW	\$2,138.00	\$14,966.00
19	J9150D	Aruba 10G SFP+ LC SR 300M	HW	\$462.00	\$8,778.00
1	JL003A	Aruba 5406R 44GT PoE+ / 4SFP+ (No PSU) v3 x12 Switch - managed - 44 x 10/100/1000 (PoE+) + 4 x 1 Gigabit / 10 Gigabit SFP+ - rack-mountable - PoE+	HW	\$4,089.00	\$4,089.00
2	J9829A#ABA	HPE Power supply (plug-in module) - 1100 Watt - United States - for Aruba 5406R, 5406R x12, 5412R, 5412R x12	HW	\$552.00	\$1,104.00
2	J9827A	HPE Management Module Network management device - plug-in module	HW	\$1,122.00	\$2,244.00
1	J9990A	HPE Expansion module - Gigabit Ethernet (PoE+) x 20 / 10G SFP+ x4	HW	\$1,795.00	\$1,795.00
0	J9986A	HPE Expansion module - Gigabit Ethernet (PoE+) x 24 - for Aruba 5406R x12, 5406R-44G-PoE+/2SFP+ v2, 5406R-44G-PoE+/4SFP v2, 5406R-8XGT/8SFP+ v2	HW	\$1,616.00	\$0.00
4	J9281B	HPE X242 10G SFP+ to SFP+ 1m DAC Cable	HW	\$45.00	\$180.00
50	AH-AP-250-AC-FCC	Aerohive AP250 Indoor plenum rated Access Point	HW	\$410.00	\$20,500.00
				Sub Total	\$53,751.00

Optional Network Hardware					
Qty	Product Part No.	Description	HW/SW	Unit Price	Ext. Price
4	JL357A	Aruba 2540 48G PoE+ 4SFP+ Switch	HW	\$2,138.00	\$8,552.00
1	J9986A	HPE Expansion module - Gigabit Ethernet (PoE+) x 24 - for Aruba 5406R x12, 5406R-44G-PoE+/2SFP+ v2, 5406R-44G-PoE+/4SFP v2, 5406R-8XGT/8SFP+ v2	HW	\$1,616.00	\$1,616.00
				Optional Sub Total	\$10,168.00

**TABLE 3**  
**MAINTENANCE**

**Vendor:** Whalley Computer Associates, Inc.  
**SPIN# :** 143004498

**School:** Wachusett Regional High School  
**District:** Wachusett

Maintenance for years 1,2,3					
Qty	Product Part No.	Description	3 Year Unit Price	3 Year Ext. Price	
50	AH-NGC5-SL-3Y	Aerohive HiveManager NG Public Cloud Subscription for one (1) Aerohive Device, includes 3 year Global Select Support	\$170.00	\$8,500.00	
			Sub Total	\$8,500.00	

Note: Aruba switches proposed include a "Limited Lifetime Warranty" for 5 years past the end-of-sale date at no charge.

Optional Maintenance for years 4,5,6					
Qty	Product Part No.	Description	3 Year Unit Price	3 Year Ext. Price	
50	AH-NGC5-SL-3Y	Aerohive HiveManager NG Public Cloud Subscription for one (1) Aerohive Device, includes 3 year Global Select Support	\$170.00	\$8,500.00	
			Optional Sub Total	\$8,500.00	

**TABLE 4**  
**SERVICES**

**Vendor:** Whalley Computer Associates, Inc.  
**SPIN# :** 143004498

**School:** Wachusett Regional High School  
**District:** Wachusett

Qty		Description of Product	Price
1	WCA-ENG (Wachusett-Wachusett Regional High School)	WCA PS Labor (Install, Configure APs & Switches)	\$6,914.00
1	Cable Labor (Wachusett-Wachusett Regional High School)	WCA P5 -Wiring (Install Cable, Mount AP)	\$4,127.78
			Sub Total
			\$11,041.78

**CONTACT:**  
Adam Scolnick, Sr. Account Executive  
9 Industrial Road, Milford, MA 01757  
ads@wca.com

Total	23	\$73,282.98
Optional Items		\$18,668.00

#### Fiber

1. Furnish and install (7) OM3 12 strand 50/125 multi-mode Armored plenum rated Fiber cabling from the MDF to each IDF (total 7)
2. Furnish (14) 50 / 125 Fiber patch cords.
3. Furnish and install (14) 50 / 125 adapter panels.
4. Furnish and install (7) Fiber housings.
5. Furnish and install all necessary fiber connectors.

#### Cable

1. Install (50) access points, supplied by others, in designated locations.
2. Furnish and install (50) patch cords on the access point end.

## ATTACHMENT C: DISTRICT ACCEPTANCE DOCUMENT

District Acceptance Document

**From Statement of Work 12.3.1:**

**Any invoice submitted by WCA to EOTSS without an accompanying written notice in the form of a "District Acceptance Document" from the relevant Participating School that the applicable Deliverables are acceptable to the Participating School shall not be payable.**

Name of Vendor: WCA

Invoice Number:

Invoice Amount:

Invoice Date:

Applicable Statement of Work Deliverable or Task Number (Table 5):

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**If you accept the applicable Deliverables, please sign and return to vendor.**

Name of District: Wachusett

Name of School: Wachusett Regional High School

School Signature:

School Signatory Name:

School Signatory Title:

School Signatory Date

**ATTACHMENT D: TIME AND MATERIALS RESOURCE RESUME**

# HELBERT REZENDE

## INFORMATION TECHNOLOGY SPECIALIST

IT professional with notable success directing a broad range of corporate IT support initiatives while participating in planning, analyzing, and implementing solutions in support of business objectives. Excel at providing comprehensive support for network, systems analysis, and project management. Hands-on experience leading all stages of system development efforts, including requirements definition, design, testing, and support. Outstanding project leader; able to coordinate and direct all phases of project-based efforts while managing, motivating, and guiding teams.

### AREAS OF EXPERTISE:

- Network and Systems Security
- Research and Development
- Regulatory Compliance
- Cost Benefits Analysis
- Policy Planning / Implementation
- Data Integrity / Disaster Recovery
- Risk Assessment / Impact Analysis
- Contingency Planning
- Technical Specifications Development
- Team and Project Leadership

### TECHNICAL PROFICIENCIES

Platforms: Windows 9x/NT/2000/XP/Vista/7/8, Mac OS X, MS Exchange Server, UNIX, Linux

Networking: LAN / WAN Administration, VPN, TCP/IP, Novell, Wireless Ethernet, Firewall, Cisco

Tools: LAN Desk, Checkpoint, Barracuda Firewall, Ghost, McAfee/Norton Virus Protection Utilities, Lotus Notes, Microsoft Office Suite (Word, Excel, PowerPoint, Outlook) Access, MS Project

### PROFESSIONAL EXPERIENCE

**Whalley Computer Associates, Milford, Ma**

2/2008 - Present

#### Senior Services Engineer

Supporting users, managing projects and Whalley technicians at Umass Medical School and Umass Memorial Health Care. Interact with vendors and technical support staff for Service Level Management. Supervise daily activities and review of SLA's and OLA's through Rentedy and Heat service tickets. Design strategy for Infrastructure Management for ongoing analysis, planning, design, deployment, and operations in a growing and ever changing environment. Coordinate with senior staff and obtaining strategies for Financial Management to ensure that the infrastructure is obtained at an effective price. Set up benchmarks and performance testing for software migration team to adhere to Release Management procedures.

#### Key Achievements:

Installed over 1,000 devices into the new Albert Sherman Center Building. Hand selected technicians to work and provide support to users, develop reports to document project, asset management and application support.

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## HELBERT REZENDE

PAGE TWO

**Johnson Matthey Pharma Services, Devens, Ma**

11/2006 - 1/2008

**Senior Desktop Technician,**

Supported Novell Data and Email Servers, Windows Servers NT/2000/2003, Cisco NAC Routers and Switches. Management of users using Active Directory for Windows and Novell iManager and Novell ConsoleOne administration. Upgraded and created ghost image for dell workstations and Toshiba laptops. Provided Level I/II Help Desk phone support to users using Windows XP and Windows 2000, Microsoft Office 2000/2003, installed and supported McAfee Anti-virus, copiers, network printers, network scanners, Blackberry phones and Enterprise Server, file and data backup tapes using Symantec Backup Exec for Netware and Windows servers. Updated users OS and other company supported software applications. Trained users to use new software and hardware and also assisted users to resolve computer related problems, such as hardware and software. Assigned and coordinated work projects, such as converting new hardware or software. Made recommendations for improvements in network and IT department.

**UPromise Inc, Needham, Ma**

6/2006 - 11/2006

**Desktop Support Technician,**

Supported end users using WIN 2000 and WIN XP. Created Image for Dell laptops and desktops using ghost, worked on windows XP migration from windows 2000. Provided phone support for users using Windows XP and Windows 2000, installed and supported McAfee Anti-virus, Microsoft Office 2000 & 2003, printers, file backup, firewall, Active Directory, DHCP, DNS, TCP/IP, routing, switching, Blackberry phones, and wired/wireless network connections.

**Staples Inc, Framingham, Ma**

1/2006 - 6/2006

**IT Support Technician,**

Worked on Staples Corp in Framingham migrating manager's computers for staples stores Win NT to Win XP. Provided phone support for Windows XP applications, printers, drive installs, bios updates, and network problems. Tools and applications used on migration and command center support: PC Anywhere, On Command Remote, Microsoft Office 2003 Word Excel Outlook, Remedy for help desk Ticketing.

**BAE Systems Advanced Information Technology, Burlington, Ma**

11/2004 - 12/2005

**IT Support Technician.**

Provided post-migration support for Windows domain and email migration to Exchange 2003 and Outlook 2003, perform user migrations from Windows 2000 to Windows XP, transfer user profile to new domain. Call/Incident Support which includes taking on all first level calls that need resolution within 24 hours, Responsibility for software and hardware installations of varying difficulty mid level break/fix, such as: Software and Hardware, troubleshooting Address application and OS (i.e. crashing, installation errors, etc). Perform monitor upgrades and replacements, provided Office 2000, XP, 2003 and Windows 2000 Professional, XP support.

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## HELBERT REZENDE

PAGE THREE

**Netgear Inc.**, Braintree, Ma

5/2004 - 10/2004

**Netgear Network Representative,**

Worked on CompUSA store offering complete network solutions that include high quality computer/network products, network hardware, software applications, network consultation, design, cabling, and support. Work in the field installing and troubleshooting networks, internet connectivity, voice/data communications, wireless networks, security solutions for systems and networks.

**CompuCom Systems Inc.**, Framingham, Ma

11/2003 - 5/2004

**IT Support Technician,**

Worked on a team performing XP Migration for Staples desktops and laptops systems, performing tasks such as installation of desktop and Laptops images, data migration, replacing old systems, installation of new systems, cabling, installing and configuring software applications and Office/Outlook.

**Metro West Medical Center Corp.**, Framingham, Ma

7/2002 - 10/2003

**Desktop Technician,**

Provided technical support working on the MIS department updating different systems, troubleshooting systems, gained experience in installing, troubleshooting and supporting Windows 2000 Professional, Windows XP, Windows NT 4.0, Novell, Desktop support (Hardware and Software), Imaging Pc's utilizing tools such as Norton Ghost, Exchange Mail System and Migration Plan (cc:Mail to Outlook 2000). Supported users from Framingham and Natick Hospitals and associated medical clinics.

### EDUCATION & CREDENTIALS

**Major in Computer Science**

Joseph Keefe Technical School, Framingham, Ma

#### Professional Training Certification Courses

- CCNA - Cisco Certified Associate
- MAC OS X
- HP
- Novel
- VMware VCP 5.5
- IBM
- DELL
- AirWatch MDM

